



Crown Commercial Service

G-Cloud 12 Call-Off Contract

This Call-Off Contract for the G-Cloud 12 Framework

Agreement (RM1557.12) includes:

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Part A: Order Form

Buyers must use this template order form as the basis for all call-off contracts and must refrain from accepting a supplier’s prepopulated version unless it has been carefully checked against template drafting.

Digital Marketplace service ID number	187909871029356
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Call-Off Contract reference	Buyer Ref: Project_24899 Supplier Ref: FN73760
Call-Off Contract title	Pensions Bank Transaction Validation/Verification SaaS Solution 2022/2024
Call-Off Contract description	Validation and verification of pension payment bank accounts. Additional Truvalidate KBA Module - questions/checks for those that fail the initial validation and verification.
Start date	27/03/2022
Expiry date	26/03/2024
Call-Off Contract value	£660,882.22 (Excluding VAT)
Charging method	PO and Invoice
Purchase order number	TBC post signature (see box below regarding invoice information required)

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.
There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From the Buyer	Department for Work and Pensions 07795 857978 Commercial Directorate, Peel Park Phase 2, Floor 2, Blackpool, FY4 5ES
To the Supplier	TransUnion International UK Limited 07773 212093 One Park Lane Leeds West Yorkshire LS3 1EP Company number: 3961870
Together the ‘Parties’	

Principal contact details **For**

the Buyer:

Name: REDACTED TEXT under FOIA Section 40

Email: REDACTED TEXT under FOIA Section 40

Phone: REDACTED TEXT under FOIA Section 40

For the Supplier:

Name: REDACTED TEXT under FOIA Section 40

Email: REDACTED TEXT under FOIA Section 40

Phone: REDACTED TEXT under FOIA Section 40

Call-Off Contract term

Start date	<p>This Call-Off Contract Starts on 27 March 2022 and is valid for 24 Months.</p> <p>[The date and number of days or months is subject to clause 1.2 in Part B below.]</p>
Ending (termination)	<p>The notice period for the Supplier needed for Ending the CallOff Contract is at least 5 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1). The Buyer acknowledges that if it terminates without cause, no refund shall be payable.</p>

Extension period	<p>This Call-off Contract can be extended by the Buyer for 2 period(s) of up to 12 months each, by giving the Supplier 30 days written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>[The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p>
	<p>https://www.gov.uk/service-manual/agile-delivery/spendcontrols-check-if-you-need-approval-to-spend-money-on-a-service</p>

Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud lot	<p>This Call-Off Contract is for the provision of Services under: •</p> <p>Lot 2: Cloud software</p>
G-Cloud services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <ul style="list-style-type: none"> • all as listed in the Service Definition Document at URL: TruValidate (formerly CallValidate) - Digital Marketplace • Only those services listed under this proposal and listed under this Call Off Contract will be deemed as required and chargeable.

Additional Services	N/A
Location	N/A. This is a software as a service, hosted offsite by the Supplier's data centre provider and updates provided by API modular builds.

Quality standards	<p>The quality standards required for this Call-Off Contract are:</p> <ul style="list-style-type: none">• ISO 9001• ISO 20000-1:2011• ISO 27001• PCI Data Security Standard Attestation of Compliance for Onsite Assessment – Service Providers. <p>The Buyer acknowledges that the Supplier has provided it with copies of ISO9001, ISO27001, and PCI Data Security Standard Attestation of Compliance for Onsite Assessment - Service Providers under Schedule 9 to this Call-Off Contract.</p> <p>The Buyer may on request arrange with the Supplier for it to view evidence of ISO20000-1:2011 via a Webex video conference.</p>
Technical standards:	<p>The technical standards used as a requirement for this CallOff Contract are;</p> <p>DWP Security Standard for use of Cryptography. The Buyer acknowledges that the Supplier meets these standards by the Supplier confirming that it will comply with the following: -</p>

	<p>All of Supplier ciphers should support the following standards for TLS1.1/1.2 due to PCI regulations. Below is the list of supported ciphers.</p> <p># TLS 1.2 (suites in server-preferred order):- - TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384 (0xc030) TLS_ECDHE_RSA_WITH_AES_128_GCM_SHA256 (0xc02f) TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA384 (0xc028) TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA (0xc014) TLS_ECDHE_RSA_WITH_AES_128_CBC_SHA256 (0xc027) TLS_ECDHE_RSA_WITH_AES_128_CBC_SHA (0xc013) TLS_RSA_WITH_AES_256_CBC_SHA256 (0x3d) TLS_RSA_WITH_AES_128_CBC_SHA256 (0x3c)</p> <p># TLS 1.1 (suites in server-preferred order):- TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA (0xc014) TLS_ECDHE_RSA_WITH_AES_128_CBC_SHA (0xc013) - Transfer of data across TLS1.2 minimum - Interface is secured by a secret credential</p>
Service level agreement:	<p>The service level and availability criteria required for this CallOff Contract are</p> <p>REDACTED TEXT – Commercially Sensitive</p> <p>The above levels are subject to the terms specified within the Service Level Schedule contained within the Software Specific Terms and Conditions.</p> <p>All SLAs are to be monitored by the Supplier at the monthly governance boards.</p>
Onboarding	<p>The onboarding plan for this Call-Off Contract is n/a for this service because the existing API has already been implemented in a previous contract and is modular/agile in nature and therefore requires limited transition time.</p>

Offboarding	The offboarding plan for this Call-Off Contract is n/a. As a SaaS solution there is no offboarding plan or requirement other than providing the appropriate notice period for termination as per the Terms and Conditions of this Call-Off Contract.
Collaboration agreement	n/a
Limit on Parties' liability	The annual total liability for Buyer Data Defaults shall not exceed £1,000,000 (1 million GBP). The annual total liability for all other Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).

Insurance	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none">• A minimum insurance period of 1 year following the expiration or Ending of this Call-Off Contract• Professional indemnity insurance cover to be held by the Supplier involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim but not exceeding £10,000,000 aggregate.• Employer's liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
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Force majeure	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.
Audit	The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits up to twelve (12) calendar months after the expiry of this Call-Off Contract or following early termination upon: one week's prior notice, access to all relevant records and data directly relating to the Services and such other information set out or referred to in the Call-Off for the purposes of verifying compliance with this Call-Off Agreement, subject to the Buyer undertaking to keep such information confidential.
Buyer's responsibilities	<p>The Buyer is responsible for:</p> <ul style="list-style-type: none"> • Sharing any IP addresses required for updates or implementation of new modular APIs • The Buyer shall ensure that the Input for each TruValidate UK enquiry contains the name and address of the relevant data subject. This is to enable the Supplier to perform an identity check.
Buyer's equipment	N/A

Payment method	The payment method for this Call-Off Contract is BACS payment with PO and invoice
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Payment profile	<p>The payment profile for this Call-Off Contract is</p> <p>REDACTED _ Commercially Sensitive</p>
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Supplier's information

Subcontractors or partners	<p>n/a for the core TruValidate SaaS for UK services. Whilst the Supplier does not utilise any bespoke subcontractors or partners in order to provide the Services specifically to the Buyer, the Buyer acknowledges that the Supplier utilises Generic Subcontractors in order to provide generic services to all of its clients, and any requirement within this Call-Off Contract to restrict the use of subcontractors or require the Supplier to procure that its subcontractors comply with any particular requirement that the Supplier is subject to shall not apply to such Generic Subcontractors. However, for the avoidance of doubt, the Supplier shall be liable for its obligations under this Call-Off Contract to the same extent as if it had carried out the work itself. "Generic Subcontractor" means (i) any third party that provides ancillary services to the Supplier which enables the Supplier to perform (or otherwise facilitate the Supplier's performance of) the Services including but not limited to any third party which provides IT services, hosting services, telecommunications services, co-location services, disaster recovery services or any third party which licenses data to the Supplier; (ii) any third party that does not process or otherwise have access to Buyer Data or Buyer Confidential Information; and/or (iii) any member of TransUnion Information Group</p>
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Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

	<p>further Annual Advance Fee in accordance with the Call-Off Contract Charges.</p> <ul style="list-style-type: none"> • Should any Advance Fee be exhausted, the Buyer shall make payment monthly in arrears in accordance with the Call-Off Contract charges (except to the extent to which the parties enter a letter of variation for the purchase of an additional bundle of advance transactions for both the ID & Bank transactions and TruValidate KBA Module transactions).
Invoice details	<p>The Supplier will issue:</p> <ul style="list-style-type: none"> • 1 electronic invoice to the address below to cover the Advance Fee of both the ID & Bank transactions and the TruValidate KBA Module transactions. • Once the Advance Fee has been exhausted, monthly invoices to cover pay as you go usage (except to the extent to which the parties enter a letter of variation for the purchase of an additional bundle of advance transactions for both the ID & Bank transactions and TruValidate KBA Module transactions). <p>The Buyer will pay the Supplier within 30 days of receipt of a valid invoice referencing the correct PO number</p>
Who and where to send invoices to	<p>Invoices will be sent to</p> <p>REDACTED TEXT under FOIA Section 40</p> <p>The electronic PDF invoice and MI shall be emailed to: REDACTED TEXT under FOIA Section 40</p>

Invoice information required	<p>All invoices must be sent to the address detailed in 'Who and where to send invoices to', in addition they must include:</p> <ul style="list-style-type: none"> • Valid DWP Purchase order Number associated with this contract* (invoices without P/O number will be rejected). The Buyer will use its best endeavours to provide the purchase
	<p>order number within 10 working days of the signature date of this Call-Off Contract.</p> <ul style="list-style-type: none"> • Supplier remittance address • Details of service carried out • Cost of Service • VAT element of cost • Remittance date • Due Date (in accordance to the payment profile of the Call-Off Contract).
Invoice frequency	<p>1 electronic invoice to the address above to cover the Advance Fee.</p> <ul style="list-style-type: none"> • Once the Advance Fee has been exhausted, monthly invoices to cover pay as you go usage (except to the extent to which the parties enter a letter of variation for the purchase of an additional bundle of advance transactions for both the ID & Bank transactions and TruValidate KBA Module transactions).

Call-Off Contract value	<div></div> <div>REDACTED – Commercially Sensitive</div>								
Call-Off Contract charges	<div>The breakdown of the Charges is:</div> <div>The total contract value is made up of the following elements:</div> <div>Year 1 (2022-2023) ID& Bank Transactions</div> <table><tr><th colspan="2">Volume of enquiries carried out in year 1</th><th>Fee per enquiry (exclusive of VAT)</th><th>Tier spend</th></tr><tr><td colspan="2">REDACTED TEXT under FOIA Section 40</td><td>REDACTED TEXT under FOIA Section 40</td><td>REDACTED TEXT under FOIA Section 40</td></tr></table>	Volume of enquiries carried out in year 1		Fee per enquiry (exclusive of VAT)	Tier spend	REDACTED TEXT under FOIA Section 40		REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40
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REDACTED – Commercially Sensitive

Year 2 (2023-2024) ID& Bank Transactions

Volume of enquiries carried out in year 2	Fee per enquiry (exclusive of VAT)	Tier spend (exclusive of VAT)
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REDACTED – Commercially Sensitive

	<ul style="list-style-type: none">• REDACTED – Commercially SensitiveMaintenance of API: provided free of charge under a previous agreement; and new instances may be chargeable• KBA Config and set-up provided free of charge under this contract as was previously paid for under contract Ecm_9090• API Set up costs: provided free of charge under a previous agreement; any new instances may be chargeable *the transaction fee is composed of the following Supplier services only:<ul style="list-style-type: none">• CallID Enhanced• CallID Value Added Service: Deceased Check• Bank• Bank Account Premium• Ownership Fraud Alert (Bank)• Each transaction comprised of all of the above transaction fee components counts as one single transaction of the ID & Bank verification and validation.
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	<ul style="list-style-type: none"> • Per transaction even if the same data subject is named in the search • In the event that multiple searches are submitted the Supplier will charge per individual data subject
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Additional Buyer terms

Performance of the Service and Deliverables	All deliverables are managed through the monthly governance boards referred to under Service Level Agreements which will be reviewed via monthly reviews.
Guarantee	n/a
Warranties, representations	In addition to the incorporated Framework Agreement clause 4.1, the Supplier warrants and represents to the Buyer that they will provide the service as described in accordance with the terms and conditions listed under this Call-Off Contract.

Supplemental requirements in addition to the Call-Off terms	<p>The Buyer's attention is drawn to Schedule 8 (Supplier Terms) governing the terms under which the Supplier's data and services can be used, and the Buyer agrees to comply with such Supplier Terms. In addition, within the scope of the Call-Off Contract, the Supplier will not be required to comply with clauses 11.2 to 11.4 of the Call-Off Contract (inclusive) and clause 15 of the Call-Off Contract.</p> <ul style="list-style-type: none">• Current clause 11.5 of the Call-Off Contract shall be deleted and replaced with the following new clause 11.5: "The Supplier warrants that use of the Deliverables in accordance with the terms of this Call-Off Contract will not infringe the IPR of any third party in the UK."• Under clause 11.8 of the Call-Off Contract any refund is on a pro-rata basis to consider the remainder of the licence to which the advance fees relate.
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	<ul style="list-style-type: none"> • Under clause 4.1 of the Call-Off Contract, the Buyer acknowledges that the Supplier carries out its own vetting on its Supplier Staff and therefore no further vetting requirements are applicable under this Call-Off Contract. • The indemnity under clause 10.1 of the Call-Off Contract shall not apply. However, the Supplier agrees that its liability for breach of clause 33.3 (as referenced in this Order Form below) will include any legal expenses reasonably incurred by the Buyer. • For the avoidance of doubt, clause 7.10 of the Call Off Terms (and consequently paragraph 1.4 of the Order Form Below) is without prejudice to any express rights of the Supplier to suspend the Services contained in the Supplier Terms. • Clause 16.1 of the Call-Off Contract shall not apply. • Clauses 29.2 to 29.8 (inclusive) of the Call-Off Contract shall not apply • Under Clause 13.6 of the Call-Off Contract, the Supplier clarifies that it does not specifically use the same government classifications as stated in the Security Policy Framework. However, the Supplier uses its own categories of: 'secret', 'strictly confidential', 'confidential' and 'public' • Notwithstanding clause 2.1 of this Call-Off Contract, clauses 5.9 to 5.11 (inclusive) of the Framework Agreement shall be deemed not to be incorporated into this Call-Off Contract. • Clause 8.1 of this Call-Off Contract shall not apply. • As the Services are generic in nature and are provided as part of the Supplier's standard service offering, the Supplier may, from time to time, change the form and content of the Services and/or (as the case may be) upgrade or modify any of the methods used to access the Services. In such circumstances, the Supplier shall use reasonable endeavours that would be expected of a reputable business to give the Buyer not less than two months' prior notice of any proposed material change, upgrade or modification and shall have due regard to the interests of the Buyer. • The Supplier may terminate provision of any element of the Services (and the corresponding elements of the Output) immediately on notice in the event that Supplier or its licensor ceases, for any reason, to have the right to make such
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Services and/or Output available. The Supplier shall not be deemed to be in breach of this Call-Off Contract and shall not have any liability to the Buyer in respect of such termination. In such circumstances, the parties agree to enter into good faith negotiations with a view to agreeing:

- (i) a pro rata refund of any charges paid in advance for the terminated Services in respect of any period after the date of termination to the extent that such Services have not yet been performed; and
- (ii) an appropriate variation to the terms of this Call-Off Contract for provision of the unaffected Services.

• Current clause 33 of the Call-Off Contract (Data Protection Legislation (GDPR)) shall be deleted and replaced with the following new clause 33:

33.1 In this clause 33, the terms “personal data” and “process” shall have the meanings given in the Data Protection Legislation; “processor” has the meaning given to “data processor” or “processor” at the relevant time in the Data Protection Legislation; and “controller” has the meaning given to “data controller” or “controller” at the relevant time in the Data Protection Legislation; and “controller” has the meaning given to “data controller” or “controller” at the relevant time in the Data Protection Legislation.

33.2 Each party shall comply with its obligations under the Data Protection Legislation in relation to any personal data processed in connection with this Call-Off Contract.

33.3 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each party shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk arising from its processing of personal data in connection with this Call-Off Contract, including as appropriate: (a) the pseudonymisation and encryption of personal data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to personal

	<p>data in a timely manner in the event of a physical or technical incident; (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. In assessing the appropriate level of security each party shall take into account the risks that are presented by processing, in particular from accidental or unlawful destruction, loss or alteration of personal data and of unauthorised disclosure of, or access to, personal data.</p> <p>33.4 The parties acknowledge and agree that the Supplier acts as a controller (and not a processor) in relation to, and for the duration of, the processing of personal data, by it or any third party acting on its behalf, in connection with this Call-Off Contract.</p> <p>33.5 If any third parties are to be given access to any personal data in the Deliverables, the Buyer shall, before providing such access and periodically while such access persists, perform such due diligence checks on those third parties as are required in order to comply with good industry practice and applicable law. The Buyer shall not permit a third party to access the personal data if it does not satisfy, or ceases to satisfy, those checks.</p> <p>33.6 Schedule 7 applies to the processing of personal data under this Call-Off Contract</p>
Alternative clauses	n/a
Buyer specific amendments to/refinements of the Call-Off Contract terms	The Supplier shall comply with additional security requirements appended to this Call-Off Contract under Schedule 9.

Public Services Network (PSN)	n/a
Personal Data and Data Subjects	Please refer to Schedule 7

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a CallOff Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed	Supplier	Buyer
Name	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40
Title	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40
Signature	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40
Date	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40

Schedule 1: Services

As listed under “G-Cloud Services” in the Order Form and as detailed in the service definition detailed on the Digital market place at the following link

<https://www.digitalmarketplace.service.gov.uk/g-cloud/services/187909871029356>

Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier’s Digital Marketplace pricing document) can’t be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

As listed in the G-Cloud Call-Off Contract Charges section.

Part B: Terms and conditions

1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.6 (Relationship)
- 8.9 to 8.11 (Entire agreement)
- 8.12 (Law and jurisdiction)
- 8.13 to 8.14 (Legislative change)
- 8.15 to 8.19 (Bribery and corruption)
- 8.20 to 8.29 (Freedom of Information Act)
- 8.30 to 8.31 (Promoting tax compliance)
- 8.32 to 8.33 (Official Secrets Act)
- 8.34 to 8.37 (Transfer and subcontracting)
- 8.40 to 8.43 (Complaints handling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)
- 8.59 to 8.60 (Data protection)

- 8.64 to 8.65 (Severability)
- 8.66 to 8.69 (Managing disputes and Mediation)
- 8.80 to 8.88 (Confidentiality)
- 8.89 to 8.90 (Waiver and cumulative remedies)
- 8.91 to 8.101 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:

- 2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
- 2.2.2 a reference to 'CCS' will be a reference to 'the Buyer'
- 2.2.3 a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.

2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of services

- 3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.
- 3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4. Supplier staff

4.1 The Supplier Staff must:

4.1.1 be appropriately experienced, qualified and trained to supply the Services

4.1.2 apply all due skill, care and diligence in faithfully performing those duties

4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer

4.1.4 respond to any enquiries about the Services as soon as reasonably possible

4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer

- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:
 - 5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - 5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms
 - 5.1.3 have raised all due diligence questions before signing the Call-Off Contract
 - 5.1.4 have entered into the Call-Off Contract relying on its own due diligence

6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.
- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
- 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it

accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.

- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

8. Recovery of sums due and right of set-off

- 8.1 If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges.

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.

- 9.2 The Supplier will ensure that:

9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000

9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit

9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.

- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:

9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers

9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances

9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance

9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.

9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.

9.8 The Supplier will be liable for the payment of any:

9.8.1 premiums, which it will pay promptly

9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.80 to 8.88. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.

11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royaltyfree licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.

11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.

- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.
- 11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
 - 11.5.1 rights granted to the Buyer under this Call-Off Contract
 - 11.5.2 Supplier's performance of the Services
 - 11.5.3 use by the Buyer of the Services
- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
 - 11.6.1 modify the relevant part of the Services without reducing its functionality or performance
 - 11.6.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
 - 11.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:
 - 11.7.2 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
 - 11.7.3 other material provided by the Buyer necessary for the Services
- 11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

- 12.1 The Supplier must:
 - 12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
 - 12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body

12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:

12.2.1 providing the Buyer with full details of the complaint or request

12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions

12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)

12.2.4 providing the Buyer with any information requested by the Data Subject

12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

13. Buyer data

13.1 The Supplier must not remove any proprietary notices in the Buyer Data.

13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.

13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.

13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.

13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.

13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:

13.6.1 the principles in the Security Policy Framework:

<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy:

<https://www.gov.uk/government/publications/government-security-classifications>

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets: <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance: <https://www.ncsc.gov.uk/collection/risk-management-collection>

13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint: <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance: <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 buyer requirements in respect of AI ethical standards.

13.7 The Buyer will specify any security requirements for this project in the Order Form.

13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at: <https://www.gov.uk/government/publications/technology-code-of-practice/technology-codeof-practice>

- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.
- 14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.
- 14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

- 15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.
- 15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
 - 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
 - 16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

- 17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:

17.1.1 an executed Guarantee in the form at Schedule 5

17.1.2 a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

- 18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

- 18.2 The Parties agree that the:

18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided

18.2.2 Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses

- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

- 18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:

18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied

18.4.2 any fraud

- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so

18.5.2 an Insolvency Event of the other Party happens

18.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business

18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.

18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

19. Consequences of suspension, ending and expiry

19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.

19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.

19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date (whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.

19.4 Ending or expiry of this Call-Off Contract will not affect:

19.4.1 any rights, remedies or obligations accrued before its Ending or expiration

19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry

19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)

- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.89 to 8.90 (Waiver and cumulative remedies)

19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires

19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:

19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it

19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer

19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer

19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

19.5.5 work with the Buyer on any ongoing work

19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.

19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.

- Manner of delivery: email
- Deemed time of delivery: 9am on the first Working Day after sending
- Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

- 20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit plan

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
- 21.6.2 there will be no adverse impact on service continuity
- 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
- 21.6.4 it enables the Buyer to meet its obligations under the Technology Code Of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.

21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:

21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier

21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer

21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier

21.8.4 the testing and assurance strategy for exported Buyer Data

21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations

21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:

22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control

22.1.2 other information reasonably requested by the Buyer

22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.

22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

- 23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than the number of consecutive days set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

- 24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:

24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form

24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form

24.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

25. Premises

- 25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.

- 25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.

- 25.4 This clause does not create a tenancy or exclusive right of occupation.

- 25.5 While on the Buyer's premises, the Supplier will:

25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises

25.5.2 comply with Buyer requirements for the conduct of personnel

25.5.3 comply with any health and safety measures implemented by the Buyer

25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.

26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.

26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

27. The Contracts (Rights of Third Parties) Act 1999

27.1 Except as specified in clause 29.8, a person who isn't Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

28. Environmental requirements

28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.

28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.

29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately

disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

- 29.2.1 the activities they perform
- 29.2.2 age
- 29.2.3 start date
- 29.2.4 place of work
- 29.2.5 notice period
- 29.2.6 redundancy payment entitlement
- 29.2.7 salary, benefits and pension entitlements
- 29.2.8 employment status
- 29.2.9 identity of employer
- 29.2.10 working arrangements
- 29.2.11 outstanding liabilities
- 29.2.12 sickness absence
- 29.2.13 copies of all relevant employment contracts and related documents
- 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

29.6.1 its failure to comply with the provisions of this clause

29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.

- 29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

- 30.1 Not used.

- 30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.

- 31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:

31.2.1 work proactively and in good faith with each of the Buyer's contractors

31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

- 32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.

- 32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.

- 32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this CallOff Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

- 33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.59 and 8.60 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.59 and 8.60 are reproduced in this Call-Off Contract document at schedule 7.

Schedule 3: Collaboration agreement – N/A

Not used

Schedule 4: Alternative clauses

1. Not used

Schedule 5: Guarantee – N/A

Not used

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>

Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.

Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.

Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.

Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	Data Protection Legislation means: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy (iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
Data Subject	Takes the meaning given in the GDPR
Default	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.

Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.

Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-for-tax

Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also
	includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.12 together with the Framework Schedules.

Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.

Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	<p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium

Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>

IPR claim	<p>As set out in clause 11.5.</p>
IR35	<p>IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.</p>
IR35 assessment	<p>Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.</p>
Know-How	<p>All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start date.</p>

Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.

Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.

Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR.
Processor	Takes the meaning given in the GDPR.

Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	<p>Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.</p>

Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's highperformance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.

Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the CallOff Contract, whether those services are provided by the Buyer or a third party.
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Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the GCloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service

Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the GCloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.

Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: GDPR Information - Processing, Personal Data and Data Subjects

Subject matter of the processing:

The TruValidate UK service is used via API where the following of the applicant are captured.

These details include:-

Name

Address/Postcode

Date of Birth

Bank Account/Sort Code.

The input data is used to provide ID and Bank Account verification as part of the DWP 'Get Your State Pension' Service.

Duration of the processing:

Call-Off Agreement will run from 27th March 2022 to 26th March 2024 with an option to extend for a further 2 x 12 additional months.

The Supplier retains the input data for 6 years along with records of what has been accessed through TruValidate, when, and by who. This is retained in order to investigate any potential misuse of the service and if necessary to notify the ICO in the event of a potential data breach. It may also be used for legal and regulatory purposes such as bringing or defending any claims. In addition to the above, the Supplier requires (as part of the Supplier Terms) the Buyer to grant to each of the TransUnion Information Group companies a non-exclusive, irrevocable, perpetual licence to copy, store, use and sub-license the input data (including the electronic mail and internet protocol addresses that form part of the input data) to enable the Callcredit Information Group companies to provide services to their clients in which the input data is used to assist with identity verification, prevention of fraud/money laundering, service delivery and process implementation.

Nature and purposes of the processing:

The input data is used to provide ID and Bank Account verification as part of the DWP 'Get Your State Pension' Service.

The service allows the Get Your State Pension team to validate an applicant's identity, the bank account details and the fact that the bank account is linked to the identity within the online application process.

The Supplier retains the input data for 6 years along with records of what has been accessed through TruValidate, when, and by who. This is retained in order to investigate any potential misuse of the service and if necessary to notify the ICO in the event of a potential data breach. It may also be used for legal and regulatory purposes such as bringing or defending any claims. In addition to the above, the Supplier requires (as part of the Supplier Terms) the Buyer to grant to each of the TransUnion Information Group companies a non-exclusive, irrevocable, perpetual licence to copy, store, use and sub-license the input data (including the electronic mail and internet protocol addresses that form part of the input data) to enable the TransUnion Information Group companies to provide services to their clients in which the input data is used to assist with identity verification, prevention of fraud/money laundering, service delivery and process implementation.

Type of Personal Data:

Name

Address/Postcode

Date of Birth

Bank Account/Sort Code.

Categories of Data Subject:

Members of the public who use an online automated platform for the processing of state pensions applications.

Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data:

The Supplier retains the input data for 6 years along with records of what has been accessed through TruValidate, when, and by who. This is retained in order to investigate any potential misuse of the service and if necessary to notify the ICO in the event of a potential data breach. It may also be used for legal and regulatory purposes such as bringing or defending any claims. In addition to the above, the Supplier requires (as part of the Supplier Terms) the Buyer to grant to each of the TransUnion Information Group companies a non-exclusive, irrevocable, perpetual licence to copy, store, use and sub-license the input data (including the electronic mail and internet protocol addresses that form part of the input data) to enable the TransUnion Information Group companies to provide services to their clients in which the input data is used to assist with identity verification, prevention of fraud/money laundering, service delivery and process implementation

The parties acknowledge that they are controllers in common of (i) the input data (being the data that the Supplier receives from the Buyer); and (ii) the output data (being the data that the Supplier provides to the Buyer).

The Supplier deals with its obligations under GDPR as summarised at URL:

<https://www.transunion.co.uk/legal/privacy-centre> Freedom of Information Requests should in the first instance be sent in writing to the Buyer's Client Account Manager (currently – REDACTED TEXT under FOIA Section 40), details shown in the Order Form, who would then liaise internally as appropriate.

The Supplier agrees that it will not transfer the Buyer's input data outside of the United Kingdom without the Buyer's prior written approval.

Schedule 8 - Software Specific Terms and Conditions



Services Agreement (TruValidate UK)

This Agreement is made between:

- (1) TransUnion International UK Limited (registered in England and Wales with company number 03961870) the registered office of which is at One Park Lane, Leeds, West Yorkshire, LS3 1EP ("**TransUnion**"); and
- (2) Department for Work and Pensions the principal office of which is at Commercial Directorate, Peel Park, Phase 2, Floor 2, Shell, Blackpool, FY4 5ES (the "**Client**").

The Client wishes TransUnion to provide certain services to the Client and TransUnion wishes to provide such services. This Agreement sets out the parties' understanding as to the terms on which such services shall be provided. By signing this front page the parties agree to be bound by the terms of this Agreement.

This Agreement comprises:

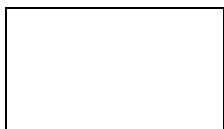
- this front page;
- Primary Schedule;
- Service Schedule (TruValidate UK Online);
- Service Level Schedule;
- Payment Schedule;
- and the General Terms attached to it.

This Agreement shall be interpreted subject to (to the extent of any inconsistency, in descending order of precedence) any relevant Service Conditions contained within a Service Schedule, the Primary Schedule, the General Terms, any Notes in the Payment Schedule and any other part of the Schedules.

Signed for and on behalf
of TransUnion International UK Limited

Signed for and on behalf
of Department for Work and Pensions

REDACTED TEXT under FOIA Section 40





PRIMARY SCHEDULE

TRANSUNION INFORMATION

Full Name: REDACTED TEXT under FOIA Section 40
 Company Number: REDACTED TEXT under FOIA Section 40
 Registered Office Address: REDACTED TEXT under FOIA Section 40
 Telephone Number: REDACTED TEXT under FOIA Section 40
 E-Mail: REDACTED TEXT under FOIA Section 40

CLIENT INFORMATION

Full Client Name: REDACTED TEXT under FOIA Section 40
 Principal Office Address: REDACTED TEXT under FOIA Section 40
 Trading Address: REDACTED TEXT under FOIA Section 40
 Telephone Number: REDACTED TEXT under FOIA Section 40
 E-Mail: REDACTED TEXT under FOIA Section 40

FREEDOM OF INFORMATION

These additional Service Conditions shall apply when the Client is (or is acting on behalf of) a Public Authority (as defined below).

1. In respect of these Service Conditions, the following additional definitions apply:
 "EIR" means the Environmental Information Regulations 2004 and/or the Environmental Information (Scotland) Regulations 2004 (as applicable);
 "FoIA" means the Freedom of Information Act 2000 and/or the Freedom of Information (Scotland) Act 2002 (as applicable);
 "Public Authority" means (i) a public authority or a Scottish public authority as defined in section 3 of FoIA; or (ii) any other organisation otherwise subject to the requirements of FoIA or EIR.
2. If the Client receives a request for information under FoIA or EIR which relates to the subject matter of this Agreement, including any of the Confidential Information or Output disclosed to the Client, the Client shall (and shall ensure that any agent or sub-contractor of the Client shall) use all reasonable endeavours to:
 - 2.1 inform TransUnion that the request has been received and provide TransUnion with full details of the request as soon as practicable and in any event within three working days of its receipt; and
 - 2.2 consult with TransUnion before any information is disclosed in response to the request, which shall include consultation as to the application of any exemptions to disclosure under FoIA or EIR and as to the content of any information to be disclosed.

DURATION

As stated within Part A (Online Form) of this G-Cloud 12 Call-Off Contract

SERVICE SCHEDULE TRUVALIDATE UK (ONLINE)

1. DESCRIPTION OF THE SERVICES

In this Service Schedule, the Services shall comprise the following:

ONLINE SERVICE(S):

- 1.1 TruValidate UK, comprising:
 - CallID Enhanced
 - CallID Value Added Service: Deceased Check
 - Bank
 - Ownership Fraud Alert (Bank)
 - TruValidate3D (KBA)
 - Bank Account Premium
- 1.2 Set up and maintenance of a standalone API, for delivery of the Online Service listed above

2. PERMITTED PURPOSE 2.1

TruValidate UK:

(1) To make internal business decisions in respect of identity verification to support an inbound financial transaction relationship, for the Client's internal business purposes only; and (2) To verify that particular sort codes, account numbers and credit/debit card numbers are valid to aid in the identification and prevention of high fraud risks, for the Client's internal business purposes only.

3. SERVICE SCHEDULE DURATION

- 3.1 As set out in the Primary Schedule.



4. SERVICE CONDITIONS

- 4.1 For the purpose of this Service Schedule, the following additional definitions shall apply:
- 4.1.1 **Definitions applicable to the Bank element of TruValidate UK:**
"Extract" means all information sourced from the ISCD Database that is contained in the Output;
"ISCD" means the Industry Sorting Code Directory;
"ISCD Database" means the VocaLink product by that name, consisting of a copy of a computer file of data relating to sort codes of financial institutions participating in UK Clearing Services or any other data taken from the computer file of ISCD and incorporated into any computer file produced or created by or on behalf of the Client;
"Sorting Code" means the code numbers issued from time to time by UK Payments for use in payment clearings operated by its members; **"Sorting Code Data"** means the information that constitutes a sort code;
"UK Clearing Services" means each of the BACS Payment Services, the CHAPS Payment Services and the Cheque and Credit Clearing Services;
"UK Payments" means UK Payments Administration Limited whose registered office is at 2 Thomas More Square, London, E1W 1YN registered in England, number 1935025; and
"VocaLink" means VocaLink Limited of 1 Angel Lane, London EC4R 3AB, registered in England, company number 6119048.
- These Service Conditions shall apply in respect of the Services pursuant to this Service Schedule.**
- 4.2.1 The Client grants to each of the TransUnion Information Group companies:
 (a) a non-exclusive, irrevocable, perpetual licence to copy, store, use and sub-license the Input (including the electronic mail and internet protocol addresses that form part of the Input) to enable the TransUnion Information Group companies to provide services to their clients in which the Input is used:
 ➤ in respect of TruValidate UK, to assist with identity verification and prevention of fraud/money laundering;
 (b) For the avoidance of doubt, the Input (or any part thereof) will not be used by any TransUnion Information Group company or any subcontractor(s) (as the case may be), to initiate contact with the Client's customers for direct marketing purposes. (c) Paragraphs 4.2.1(a) and 4.2.1(b) shall survive the expiry or termination of this Agreement.
- 4.2.2 The Client warrants to each of the TransUnion Information Group companies that, in compliance with the Applicable Law (including the Data Protection Legislation), appropriate notices have been given to its customers, that the data provided by those customers, may be processed in the manner described in paragraph 4.2.1 above. Such notice shall include a link to the TransUnion Bureau Privacy Notice, currently available at <https://www.transunion.co.uk/legal-information/bureau-privacy-notice> (or such replacement URL as notified to the Client from time to time).
- 4.2.3 Paragraphs 4.2.1 and 4.2.2 shall be an express exception to clause 23.1 of the General Terms in respect of the Contracts (Rights of Third Parties) Act 1999.
- 4.2.4 Details of the configuration of the Services for the Client shall be agreed between the parties.
- 4.2.5 The Client agrees that it shall only use the TruValidate UK Service (including the elements set out in paragraph 1.1 above) in respect of customers who are residents of the UK, Isle of Man or the Channel Islands.
- 4.3 These Service Conditions shall apply in respect of the Bank element of the TruValidate UK Service pursuant to this Service Schedule.**
- 4.3.1 As between the Client and TransUnion, the Extract shall be the property of VocaLink and except as provided by the terms of this Agreement (and s.296A of the Copyright Designs and Patents Act 1988) the Client shall have no rights to copy, modify, develop or adapt the Extract or to use, sell, dispose of or transfer the Extract or any copies thereof in the possession of the Client.
- 4.3.2 All Extracts and related data licensed to the Client are provided in an "as is" state. No warranty or indemnity of any kind whatsoever is given by TransUnion or its suppliers in respect of the Extract and all conditions and warranties express or implied or otherwise are hereby expressly excluded to the fullest extent permitted by law.
- 4.3.3 The Client warrants that the Input is accurate at the date of supply to TransUnion and will not include any information or material, any part of which, or the accessing of which or use of which would be a criminal offence or otherwise unlawful. In particular, the Client warrants that all necessary licences and consents (if any, and including but not limited to those from owners of copyrights) have been obtained.
- 4.3.4 The Client acknowledges that all intellectual property rights including but not limited to copyright and other intellectual property rights in the ISCD Database are owned by VocaLink and that all intellectual property rights in the Sorting Code, Sorting Code Data, and the Industry Sorting Code Directory are owned by UK Payments.
- 4.3.5 No title or rights of ownership, copyright or any other intellectual property rights in the ISCD Database, Sorting Code, Sorting Code Data, and the Industry Sorting Code Directory are or will be transferred to the Client.
- 4.3.6 The Client will ensure that all of its relevant employees are advised that the ISCD Database and all intellectual property rights in it are the property of VocaLink and the Client will use all reasonable endeavours to ensure that its employees comply with all of the terms and conditions of this Agreement.
- 4.3.7 The Client shall ensure that any permitted copies of the Extract will incorporate an appropriate notice indicating that copyright in the ISCD Database is vested in VocaLink.
- 4.3.8 The Client acknowledges that its right to use the Extract (and any copies) may be terminated on written notice at any time in the event that TransUnion or its licensors cease, for any reason, to have the right to make the Extract available or if the Client fails to abide by these Service Conditions for TruValidate UK.
- 4.3.9 To the maximum extent permitted by law, the Client acknowledges that the data suppliers to TransUnion (including VocaLink) and their respective officers, employees, agents and licensors have no liability to it whatsoever in connection with this Agreement or the Client's use of the ISCD Database, card verification data or any other part of the Output.
- 4.4 These Service Conditions shall apply in respect of the Bank Account Premium element of the TruValidate UK Service pursuant to this Service Schedule.**
- 4.4.1 The Client acknowledges that to deal with the sensitivities that some data subjects may have regarding the use of their data for ID verification purposes, the Client shall offer alternative methods by which a data subject can verify their identity and shall not discriminate against a data subject because of their refusal to use or permit the use of electronic ID verification systems.
- 4.5 These Service Conditions shall apply in respect of the TruValidate3D element of the TruValidate UK Service pursuant to this Service Schedule.**
- 4.5.1 The TruValidate3D Service uses information from TransUnion's SHARE database. Access to particular data within the SHARE database shall only be available to current members of SHARE who are making appropriate contributions to the SHARE database in accordance with the Principles of



Reciprocity (as defined in clause 7.2 of the General Terms). Access to any other closed user groups shall be restricted to members of the relevant closed user groups and, notwithstanding anything to the contrary contained in this Agreement, access is subject to the rules of those closed user groups.

- 4.5.2 If the data contributions of the Client into SHARE or another closed user group are reduced, or the nature of those contributions is otherwise changed in a material respect, then TransUnion shall have the right to change the form and/or content of the TruValidate3D Service (effective immediately) to those appropriate to the new level of contribution, in each case having regard to the rules of the relevant closed user group.



SERVICE LEVEL SCHEDULE





TransUnion 'Online Services'
Service Level & Incident Management Schedule
v7.5

REDACTED – Commercially Sensitive



PAYMENT SCHEDULE

As stated in the G-Cloud Contract.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement (unless the context requires otherwise) the following terms have the following meanings:

“Agreement Effective Date” means (unless otherwise stated in the Primary Schedule) the earlier of (i) the Agreement Signature Date; and (ii) the Service Start Date.

“Agreement Signature Date” means the date of signature of this Agreement or, if signed by the parties on different dates, the date of the last signature.

“Applicable Law” means any law, statute, statutory instrument, bylaw, order of a court of competent jurisdiction and any requirement of any regulatory, fiscal or governmental body to which the relevant party is subject, in all cases to the extent in force from time to time and which applies to the relevant party in undertaking any relevant activity pursuant to or in connection with the Agreement.

“Authorised Data Processor” means any third party expressly identified as an Authorised Data Processor in the Primary Schedule.

“Authorised Group Company” means in relation to the Client, any other company expressly identified as an Authorised Group Company in the Primary Schedule with which it is under Common Control. A company expressly identified as an Authorised Group Company in the Primary Schedule shall only be an Authorised Group Company for so long as it is a company under such Common Control.

“Batch Services” means such part of the Services described as “Batch Services” in a Service Schedule, including (where applicable) the Output of such Services.

“Claims Management Company” means any person: (i) carrying out one or more of the activities set out in sections 89G to 89M of FSMA; and (ii) not falling within any of the exemptions at section 89N of FSMA.

“Client” means the person or organisation named as the Client on the front page of this Agreement.

“Client User Data” shall mean all and any data relating to a Client User’s access to the Services, including such data provided to TransUnion to enable the provision of the Services to the Client (for example, to enable TransUnion to create and allocate Client User log ins).

“Client Users” shall mean those members of staff of the Client, and those members of staff of any Authorised Data Processor or any Authorised Group Company who are authorised by the Client to access the Services.

“Common Control” means where one person Controls another or when two persons are Controlled by a third party, in all cases whether directly or indirectly.

“Confidential Information” means all trade secret and confidential or proprietary information of each party including (but not limited to) information concerning its products, services, customers, suppliers, business accounts, financial or contractual arrangements or other dealings, computer systems, test data, software, source and object code, business methods and development plans, contained in any format and whether or not communicated orally and whether or not marked “confidential”. Without limiting the above, in the case of the Client’s obligations, the term Confidential Information shall be deemed to include the Output and the Documentation and, in the case of TransUnion’s obligations, the term Confidential Information shall be deemed to include the Input.

“Consultancy” means such part of the Services described as “Consultancy” in a Service Schedule, including (where applicable) the Output of such Services.

“Control” means in relation to a company, the power of a person to secure that the affairs of the company are conducted in accordance with the wishes of that person (a) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other company; or (b) as a result of any powers conferred by the articles of association or any other document regulating that or any other company.

“Data Management Services” means such part of the Services described as “Data Management Services” in a Service Schedule, including (where applicable) the Output of such Services.

“Data Protection Legislation” means, as applicable, the European Union’s Regulation 2016/679 known as the General Data Protection Regulation and the United Kingdom’s transposed version of that Regulation (each as applicable, the “GDPR”) and any applicable UK legislation that supplements, modifies, implements or applies the GDPR (including the Data Protection Act 2018) and “personal data”, “process”, “processor”, “controller”, “personal data breach” and “data subject” shall have the meanings given to such terms in the Data Protection Legislation.

“Documentation” means all user guides provided by TransUnion to the Client in respect of the Services.

“EEA” means the European Economic Area, as constituted from time to time.

“ER Regulations” means: (i) the Representation of the People (England and Wales) Regulations 2001; (ii) the Representation of the People (Scotland) Regulations 2001; (iii) the Representation of the People (Northern Ireland) Regulations 2008; and (iv) the Registration of Electors Regulations 2003 (regulations enacted within the Isle of Man).

“FCA” means the Financial Conduct Authority or successor organisation fulfilling a materially similar regulatory function.

“Force Majeure Event” means any cause beyond the reasonable control of the affected party, including any acts of God, flood, drought, earthquake or other natural disaster, epidemic, pandemic, collapse of buildings, fire, explosion, accident, terrorist attack, civil war, civil commotion or riot, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination, sonic boom or electromagnetic pulse, industrial action, failure in telecommunications services or unauthorised interference with either party’s systems or services via the internet, any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, in all cases

including any consequences of, any governmental, regulatory, judicial or industry act undertaken, decision taken or guidance given in response to or otherwise in connection with, any such events or circumstances.

“FSMA” means the Financial Services and Markets Act 2000.

“General Terms” means these General Terms for TransUnion Services.

“Input” means all source data, materials and instructions made available to TransUnion pursuant to this Agreement (including, in respect of any Online Services, data input onto TransUnion’s databases) by (or on behalf of) the Client to enable provision of the Services.

“IPR” means all copyright and related rights, database rights, trade marks, service marks, trade, business and domain names, rights in trade dress, get-up, goodwill or to sue for passing off, rights in designs, patents or confidential information (including know-how and trade secrets) and any other intellectual property rights, registered or unregistered, in any part of the world.

“Minimum Security Standards” means the minimum information security standards to be met by both parties as specified by TransUnion from time to time as the Minimum Security Standards on the web page <https://www.transunion.co.uk/legal/privacy-centre#client-minimum-security>.

“Notes” means any additional terms and conditions relating to the charges which are identified as Notes in the Payment Schedule.

“Online Services” means such part of the Services described as “Online Services” in a Service Schedule, including (where applicable) the Output of such Services. **“Output”** means any and all data, scores, results, reports, documents, specifications, flags, models, attributes, software, leads and other materials and information (and all updates of them) in any form to be made available to the Client by or on behalf of TransUnion, including the output from the Services and such output as is described in this Agreement, whether or not appended to the Input.

“Permitted Purpose” means, in respect of the Services, the relevant purpose described as such in the relevant Service Schedule.

“Portfolio Services” means such part of the Services described as “Portfolio Services” in a Service Schedule, including (where applicable) the Output of such Services.

“Services” means the services specified in any Service Schedules that form part of this Agreement, including provision of the Output (to the extent available on relevant databases) and, where applicable, Documentation and Consultancy by TransUnion to the Client including, where agreed between the parties, access to TransUnion’s Websites.

“Service Conditions” means, in respect of particular Services, the relevant additional terms and conditions described as Service Conditions in a Service Schedule and/or the Primary Schedule.

“Service Start Date” means (unless otherwise stated in the Primary Schedule) the earlier of (i) the date of commencement by TransUnion of, or the Client’s use of (as the case may be), the Services falling within the scope of this Agreement (as logged by TransUnion’s systems); and (ii) 30 days after the Agreement Signature Date.

“Territory” means the United Kingdom, or such other geographical area(s) that may be specified in this Agreement.

“TransUnion” means TransUnion International UK Limited or (where applicable) another member of the TransUnion Information Group that is involved in provision of the Services, as identified on the front page of this Agreement.

“TransUnion’s Websites” means all and any areas of internet websites operated by TransUnion from time to time inaccessible to a public user.

“TransUnion Information Group” means TransUnion Information Group Limited (registered in England and Wales under company number 4968328) and its subsidiaries from time to time, including TransUnion.

“Year” means (i) in respect of the first Year, the period commencing on the Agreement Effective Date until the day before the Year 2 Start Date; and (ii) thereafter, each period of twelve consecutive months commencing on the Year 2 Start Date and each anniversary of that date.

“Year 2 Start Date” means (unless otherwise stated in the Primary Schedule) the first anniversary of the Service Start Date.

1.2 References to **“Primary Schedule”**, **“Service Schedule”** and **“Payment Schedule”** shall mean those Schedules identified as such within this Agreement (where applicable), as listed on the front page of this Agreement.

1.3 The Schedules and their contents form part of this Agreement. The order of precedence shall be as described on the front page of this Agreement.

1.4 The headings in this Agreement are for convenience only and do not affect its interpretation.

1.5 A reference to a statute or statutory provision shall be construed as reference to it as from time to time amended, consolidated, modified, extended, re-enacted or replaced and includes all statutory instruments, notices or orders made under it.

1.6 References to clauses and Schedules are to the clauses and Schedules to this Agreement. References to paragraphs are to the paragraphs within the Schedules.

1.7 References to any gender includes any other gender and the singular includes the plural and vice versa.

1.8 Any occurrence of the word “including”, “include” or “includes” shall be deemed to be followed by “without limitation” unless the context requires otherwise.

2 DURATION

2.1 This Agreement shall be deemed to have commenced on the Agreement Effective Date.

2.2 Subject to earlier termination in accordance with its terms, this Agreement shall continue for the duration specified in the Primary Schedule.

3 SUPPLY OF THE SERVICES AND INPUT

GENERAL TERMS FOR TRANSUNION SERVICES

(END USER VERSION T39-OM1 01/22)

3.1	TransUnion warrants that it shall use reasonable care and skill in the provision of the Services.				Services being accessed via (or the Output being processed by) the third party rather than being accessed (or received) direct from TransUnion.
3.2	As the Services are generic in nature and are provided as part of TransUnion's standard service offering, TransUnion may, from time to time, change the form and content of the Services and/or (as the case may be) upgrade or modify any of the methods used to access the Services, including by way of a new minor version release. In such circumstances, TransUnion shall use reasonable endeavours that would be expected of a reputable business to give the Client not less than two months' prior notice of any proposed material change, upgrade or modification and shall have due regard to the interests of the Client.		5.5	The Client warrants that it shall not be a Claims Management Company or carry out any activities analogous to those of Claims Management Company at any time during the term of the Client Agreement. Breach of this clause 5.5 shall be a material breach for the purposes of clauses 12.4.1 of this Agreement.	
3.3	The Client shall ensure that it has the necessary facilities (including computer hardware, software and communications equipment) to obtain access to the Services.		5.6	The Client acknowledges and agrees that the data comprised within the Services and Output is based on information provided to TransUnion by third parties over whom TransUnion has no control. Therefore, TransUnion can give no warranties or representations as to the accuracy or the completeness of the Output.	
3.4	For API deliveries (as identified within a Service Schedule), TransUnion only supports the current plus one previous Major Release of the API at any time (' Supported API '). The Supported API includes any Minor Release within a Major Release. For the purpose of this clause 3.4, ' API ' means the application programming interface (including the TransUnion Cosmos™ API) used to access TransUnion's Services, ' Major Release ' means v1.0, v2.0, v3.0 and so on, and ' Minor Release ' means v1.1, v2.1, v3.1 and so on. The Client must operate a Supported API version. All new API versions, whether a Major Release or a Minor Release, must be implemented by the Client within six months of release by TransUnion (unless otherwise agreed in writing between the parties).		5.7	TransUnion makes no warranties or representations as to the suitability of the Output for any particular purpose. Given the nature of the Services, TransUnion recommends that the Client does not use the Services as the sole basis for any business decision.	
3.5	The Client shall provide the Input in the format agreed between the parties. If the Input is not received by TransUnion in that format, the Client will either promptly resubmit it in the agreed format or ask TransUnion to correct it at the Client's expense (the charges for which shall be agreed between the parties).	6	OWNERSHIP		
3.6	The Client is responsible for the delivery of the Input to TransUnion, where this is required to enable provision of the Services.	6.1	All IPR in the Input (in the form received from the Client) shall at all times remain vested in the Client (or its third party licensors) and TransUnion shall acquire no rights in it save as expressly provided in this Agreement.		
3.7	The Client agrees to retain a copy of the Input so that TransUnion does not hold the Client's only copy of the Input.	6.2	All IPR in the Output and the Services (excluding any part that is comprised of Input in the form received from the Client) shall at all times remain vested in TransUnion (or its third party licensors) and the Client shall acquire no rights in them save as expressly provided in this Agreement.		
3.8	The Client acknowledges that it is not technically possible to guarantee uninterrupted access to Services provided over the internet. Accordingly, without prejudice to clause 3.1, TransUnion does not warrant or represent that the Services will be uninterrupted or continuously available.	6.3	The Client grants to TransUnion a non-transferable, non-exclusive licence to use and copy the Input to enable TransUnion to provide the Services and to carry out its obligations under this Agreement.		
4	DOCUMENTATION	6.4	The Client warrants that: (i) it has the right to license the Input to TransUnion for the purposes of this Agreement; and (ii) use of the Input pursuant to and in accordance with this Agreement, will not infringe the IPR of any third party.		
4.1	Unless otherwise stated in a Service Schedule, where Documentation is made available to the Client pursuant to this Agreement, TransUnion grants to the Client a non-exclusive, non-transferable licence to use the Documentation, with effect from the Agreement Effective Date and for the duration of the licence of the Output contained in clause 5.1, for the sole purpose of enabling the Client to (i) receive any Online Service; or (ii) make use of the Output of any Consultancy, Batch Service, Portfolio Service or Data Management Service.	6.5	Subject to clause 6.4, TransUnion warrants that it has the right to make the Output available to the Client for the purposes of this Agreement and has obtained the benefit of all necessary licences, consents and permissions that it is aware are necessary to facilitate this Agreement.		
4.2	Subject to clause 12.6.2, the Client may make such number of copies of the Documentation made available to it under clause 4.1 as are necessary for the purpose described in clause 4.1, together with one copy of each for back-up and security purposes.	7	COMPLIANCE WITH LAWS		
5	USE OF THE ONLINE SERVICES AND BATCH OUTPUT 5.1 Subject to clause 12, TransUnion:	7.1	TransUnion and the Client shall at all times in respect of the subject matter of this Agreement comply with all Applicable Law including the Data Protection Legislation, the FSMA and the Regulations (as defined below).		
5.1.1	licenses the Client to use the Online Services with effect from the relevant Service Start Date for the Online Services and for the duration of this Agreement for the Permitted Purpose only. The Client shall not use the Online Services for any other purposes whatsoever; and	7.2	The Client acknowledges that the supply of the Services by TransUnion and use thereof is governed by various statutes, regulatory requirements, codes of practice and guidelines relating to the use, provision and sharing of personal data and other information, including the Principles of Reciprocity (being the rules (as amended from time to time) established by the Steering Committee on Reciprocity which is an unincorporated body that governs the use of shared data in the credit industry), the regulatory policy, principles, codes and guidelines set down by the FCA and the ER Regulations (collectively " the Regulations ") and that the Regulations may change from time to time. The Client agrees that TransUnion may cease providing the whole or part of the Services if necessary in order to enable TransUnion to comply with the Regulations in which case TransUnion shall not be deemed to be in breach of this Agreement by reason of such cessation.		
5.1.2	grants to the Client a non-exclusive, non-transferable licence to use the Output of any Consultancy, Batch Service, Portfolio Service or Data Management Service for the Permitted Purpose only for a period of twelve months from the date of receipt thereof by the Client (or such other period as may be expressly stated in an applicable Service Schedule). The Client shall not use the Output of the Consultancy, Batch Service, Portfolio Service or Data Management Service for any other purposes whatsoever.	7.3	The Client is responsible for ensuring that it retains sufficient records and audits in respect of data utilised and searches made in respect of the Services as may be required by any regulator of the Client from time to time. Except as stated in the Service Conditions by express reference to this clause 7.3, TransUnion is not responsible for retaining such information.		
5.2	Unless expressly stated in the Permitted Purpose in the Service Schedule for the relevant service, the Output cannot be used for direct marketing purposes.	8	SECURITY, SET UP, ADMINISTRATION AND DATA PROTECTION LEGISLATION		
5.3	The Client shall not sell, transfer, distribute, lease, charge or otherwise make the Services (including the Output) available to, or use the same on behalf of, any third party. For the avoidance of doubt and without limiting the generality of the foregoing, the Services and/or Output may not be used by the Client to provide a business to business or business to consumer service.	8.1	Each party shall comply with the Minimum Security Standards in place from time to time in respect of the subject matter of this Agreement.		
5.4	Where the Client accesses the Services (and/or receives the Output) via a third party appointed by the Client, the Client acknowledges that the third party is responsible for ensuring that any such Services (and/or Output) are not affected by the fact that the Services are utilised (or the Output is processed) via the third party and that TransUnion cannot be responsible for any defects or delay in the Services as a result of the	8.2	Where the Client is granted access to TransUnion's Websites it shall not access or attempt to access any part of TransUnion's Websites that the Client does not have express authority to access.		
		8.3	Other than links to TransUnion's privacy notices, the Client shall not carry out any linking of pages of any of TransUnion's Websites, nor shall it incorporate any part of TransUnion's Websites as part of the Client's own website or that of any other party.		
		8.4	The Client agrees that it shall not (and it shall not engage any third party to) carry out any form of vulnerability assessment, penetration testing or load testing in respect of the Services or any of TransUnion's Websites.		
		8.5	The Client is responsible for set up and administration of organisational structures, user IDs and passwords in relation to its use of the Services.		
		8.6	The Client shall provide details of all Client Users to TransUnion so that TransUnion can set up accounts for and issue user credentials to those Client Users to enable them to access the Services. The Client shall remain responsible for the actions of Client Users who have been issued		

GENERAL TERMS FOR TRANSUNION SERVICES

(END USER VERSION T39-OM1 01/22)

	with credentials until such time that a Client User's access has been disabled. For operational reasons, TransUnion may change Client User credentials at any time.				for the receiving party independently of any Confidential Information disclosed to it by the disclosing party;
8.7	The Client shall ensure that each Client User keeps his or her user credentials for the Services confidential. Client User credentials shall not be shared between individuals.			9.3.3	it was lawfully disclosed to the receiving party by any third party on a non-confidential basis and is not, to the receiving party's knowledge, the subject of any restriction as to its use or disclosure imposed by or on that third party at the time of provision;
8.8	The Client agrees that use of the Services shall be limited to specialist operators for use in accordance with the Permitted Purpose, and that the Client shall therefore ensure that all Client Users have received appropriate training before they are allowed access to the Services. To the extent that TransUnion provides Documentation in respect of the Services, the Client shall include such Documentation as part of its Client User training programme.			9.3.4	the receiving party is obliged to disclose it by Applicable Law, by any court of competent jurisdiction or any regulatory body provided that (where permitted by Applicable Law) it gives the disclosing party reasonable notice of such disclosure and the reason for the disclosure;
8.9	The Client acknowledges that TransUnion acts as a controller in respect of any personal data contained within the Client User Data held by or on behalf of TransUnion. TransUnion shall process such personal data in accordance with the notice displayed on the TransUnion Website, at https://www.transunion.co.uk/legal/privacy-centre or such URL as is notified to the Client from time to time. The Client agrees to make the notice available to the Client Users in an appropriate manner so they are aware of TransUnion's processing of such data.			9.3.5	provision of the Services requires TransUnion to make the Confidential Information available to sub-contractors, infrastructure providers or third party data suppliers who are subject to similar obligations of confidentiality; or
				9.3.6	disclosure of the Confidential Information to third parties by the receiving party is permitted under the terms of this Agreement or has been authorised in writing by the disclosing party.
8.10	Each party shall comply with its obligations under the Data Protection Legislation in relation to any personal data processed in connection with this Agreement.	10	LIABILITY	10.1	Notwithstanding any other term of this Agreement neither party limits or excludes liability for fraud or fraudulent misrepresentation or for death or personal injury arising from its negligence. Clauses 10.2 to 10.9 (inclusive) are subject to this clause 10.1.
8.11	Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each party shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk arising from its processing of personal data in connection with this Agreement, including as appropriate: (a) the pseudonymisation and encryption of personal data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. In assessing the appropriate level of security each party shall take into account the risks that are presented by processing, in particular from accidental or unlawful destruction, loss or alteration of personal data and of unauthorised disclosure of, or access to, personal data.			10.2	Neither party shall be liable for any special, indirect or consequential loss or damage arising out of or in connection with this Agreement or its subject matter (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) even if that party had notice of the possibility of such loss.
8.12	The parties acknowledge and agree that TransUnion acts as a controller (and not a processor) in relation to, and for the duration of, the processing of personal data, by it or any third party acting on its behalf, in connection with this Agreement. Where, in accordance with this Agreement, TransUnion is acting as a controller in relation to the Input, the Client shall ensure that each data subject whose personal data is contained in the Input has been provided with a link to the relevant TransUnion privacy notice as listed at https://www.transunion.co.uk/legal/privacy-centre . Details of which privacy notice should be used in relation to each TransUnion service are available from TransUnion on request.			10.3	Neither party shall be liable for any loss of business, loss of profits, loss of anticipated savings, loss of reputation, loss of goodwill, business interruption, increase in bad debt or any loss incurred by any third party arising out of or in connection with this Agreement or its subject matter (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) even if that party had notice of the possibility of such loss.
8.13	To the extent that this Agreement expressly permits third parties to be given access to any personal data in the Output, the Client shall, before providing such access and periodically while such access persists, perform such due diligence checks on those third parties as are required in order to comply with good industry practice and applicable law. The Client shall not permit a third party to access the personal data if it does not satisfy, or ceases to satisfy, those checks.			10.4	The entire aggregate liability of each party in respect of all claims arising out of or in connection with this Agreement or its subject matter (other than, in respect of each party, those claims to which clauses 10.5 and 10.6 relate, and in the case of the Client, those claims to which clause 10.7 relates) in any Year (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall not exceed an amount equal to (i) the sums received by or due to TransUnion from the Client under this Agreement during that Year; or (ii) £5,000, whichever is the greater.
9	CONFIDENTIALITY			10.5	The entire aggregate liability of each party in respect of all claims arising out of or in connection with its breach of (i) clause 7, (ii) clause 8; and/or (iii) clause 9 of this Agreement in any Year (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall not exceed £1,000,000 (one million pounds sterling).
9.1	Without prejudice to the provisions of clause 8 and subject to clause 9.3, each party shall in respect of the other party's Confidential Information:			10.6	The entire aggregate liability of each party in respect of all claims arising out of or in connection with its breach of clause 6 of this Agreement in any Year (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall not exceed £1,000,000 (one million pounds sterling).
	9.1.1 keep it in strictest confidence and not make it available to any third party;			10.7	Clauses 10.2 to 10.6 (inclusive) shall not limit or exclude the Client's liability in respect of any loss incurred arising out of or in connection with the Client's breach of clause 5 and the Client's entire liability in respect of such claims in any Year (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise), shall not exceed £20,000,000 (twenty million pounds sterling).
	9.1.2 only use it for the purposes of this Agreement and ensure that only those of its employees who need to know have access to it; and			10.8	Except as expressly provided in this Agreement, all conditions and warranties or terms of equivalent effect whether express or implied (by statute or otherwise) are excluded to the fullest extent permitted by Applicable Law.
	9.1.3 ensure that, before any employee is allowed access to it, the duty of confidentiality under this clause 9 is brought to his or her attention.			10.9	The Client acknowledges that the Services may contain test data entries, details of which are available from TransUnion upon request. TransUnion excludes all liability that may arise from the granting of credit or the taking of other decisions in respect of individuals on the basis of the test data entries.
9.2	Clause 9.1 survives the expiry or termination of this Agreement.	11	PAYMENT AND COSTS		
9.3	Clause 9.1 does not apply to Confidential Information to the extent that:			11.1	The Client will pay TransUnion's charges for the Services as set out in the Payment Schedule within 30 days of the date of TransUnion's invoice.
	9.3.1 it is in the public domain at the date of its disclosure or subsequently comes in to the public domain otherwise than by breach of this Agreement;			11.2	All sums due under this Agreement must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of Applicable Tax which is required by law).
	9.3.2 the receiving party can show it was lawfully in its possession or known to it by being in its use or being recorded in its files or computers or other recording media before receipt from the disclosing party, or it has been lawfully developed by or			11.3	The Client shall reimburse TransUnion for those reasonable expenses incurred during performance of the Services by TransUnion's employees and consultants in accordance with TransUnion's expenses policy in place from time to time. Such expenses shall be invoiced to the Client

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- monthly in arrears and shall be paid by the Client within 30 days of the date of TransUnion's invoice.
- 11.4 Any applicable value added, sales or other tax ('**Applicable Tax**') is to be paid by the Client at the prevailing rate on all sums due under this Agreement. All sums quoted in this Agreement are exclusive of any Applicable Tax.
- 11.5 TransUnion may increase the charges payable hereunder with effect from each 1 January during the continuance of this Agreement (the first such increase shall not take effect until the first January being not less than twelve months from the Agreement Signature Date). Any such increase shall not exceed the increase (expressed as a percentage) in the Retail Prices (all items) Index since the Agreement Signature Date or since the date of the last increase (if any) in TransUnion's charges, whichever is the later. If that index ceases to be published then TransUnion and the Client shall agree another comparable replacement index (such agreement not to be unreasonably withheld or delayed).
- 12 SUSPENSION & TERMINATION**
- 12.1 If the Client breaches any of its obligations under this Agreement, TransUnion shall be entitled to suspend the Services immediately (including suspension of the licence to use any Output). For the avoidance of doubt, any such suspension pursuant to this clause 12.1 shall not affect the Client's obligations under clause 11.
- 12.2 Where any part of the fees are payable in advance of the Services to which they relate, TransUnion may suspend the performance of those Services until payment has been received.
- 12.3 TransUnion may also suspend the Services (including the licence to use any Output) in response to or in compliance with any law, statute, legislation, order, regulation or guidance issued by government, a court of law, an emergency service or any other competent regulatory authority or if the security processes set up to protect the Services are breached in any way, in which case TransUnion shall not be deemed to be in breach of this Agreement by reason of such suspension.
- 12.4 Either TransUnion or the Client may terminate this Agreement and/or (regardless of this Agreement having already expired or terminated) any continuing licence under clause 5.1.2 immediately on notice if:
- 12.4.1 the other commits any material breach of this Agreement and such breach (where capable of remedy) is not remedied to the non-defaulting party's reasonable satisfaction within 14 days of notice specifying the breach and requiring its remedy;
- 12.4.2 in respect of the other, a resolution is passed or an order is made for winding up (save for the purpose of a bona fide reconstruction or amalgamation);
- 12.4.3 in respect of the other, an administration order is made, or a receiver or administrative receiver is appointed over any of its property or assets; or
- 12.4.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts; or (being a company or limited liability partnership), is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986; or (being an individual), is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or (being a partnership), has any partner to whom any of the foregoing apply.
- 12.5 On termination or expiry of this Agreement, TransUnion shall cease provision of the Services.
- 12.6 On termination or expiry of this Agreement or an applicable licence contained in clause 5.1 (whichever is the later) for whatever reason, the Client shall (subject to clause 12.7):
- 12.6.1 immediately cease using the Online Services and any Output;
- 12.6.2 promptly destroy, delete or return to TransUnion any Output, Documentation and any other materials provided by TransUnion relating to the Services (and all copies thereof) which remain in the possession or control of the Client; and 12.6.3 (upon request) provide TransUnion with a certificate of compliance with this clause
- 12.6 signed by a duly authorised officer.
- 12.7 Save where this Agreement is terminated by TransUnion pursuant to clauses 12.3 or 12.4, the Client shall not be required to comply with clause 12.6 until the expiry or termination of the licence period applicable to the relevant Output.
- 12.8 Each party acknowledges that they may each have a standard data archiving policy which includes the creation and retention of backup copies of data and other information ("**Retained Data**") held on its computer systems for legal, regulatory compliance, IT restoration and disaster recovery purposes only. For the avoidance of doubt, such purposes shall be deemed to include use of the Output to the extent reasonably necessary to enable the Client to proceed with investigations and/or prosecutions or otherwise as may be reasonably necessary to enable the Client to establish, exercise or defend its legal rights. Each party therefore agrees that the Retained Data held by the other party shall not be subject to an obligation to be returned or deleted, whether upon termination or expiry or otherwise. For the avoidance of doubt:
- 12.8.1 to the extent that the Retained Data are data and other information supplied to one party by the other party, it shall remain subject to the other terms of this Agreement as may be applicable; and
- 12.8.2 to the extent that the Retained Data are Output or information derived from it, such data may not be used by the Client for any live operational purposes (whether such use was within the scope of the Permitted Purpose or otherwise) after the date of termination or expiry of the applicable licence contained in clause 5.1.
- 12.9 TransUnion carries out a due diligence process in respect of new clients, which may include checks in respect of credit rating, security and Data Protection Legislation compliance. The Client agrees that TransUnion may, as a result of such process (i) terminate this Agreement (including any licence under clause 5.1) immediately on notice at any time during the 30 day period immediately following the Agreement Signature Date; and (ii) refund to the Client any charges already paid to TransUnion in respect of Services that have not yet been performed. This right of termination shall be without prejudice to TransUnion's other rights under this Agreement.
- 12.10 TransUnion may terminate provision of any element of the Services (and the corresponding elements of the Output) immediately on notice in the event that TransUnion or its licensor ceases, for any reason, to have the right to make such Services and/or Output available. TransUnion shall not be deemed to be in breach of this Agreement and shall not have any liability to the Client in respect of such termination. In such circumstances, the parties agree to enter into good faith negotiations with a view to agreeing:
- 12.10.1 a pro rata refund of any charges paid in advance for the terminated Services in respect of any period after the date of termination to the extent that such Services have not yet been performed; and
- 12.10.2 an appropriate variation to the terms of this Agreement for provision of the unaffected Services.
- 12.11 On termination or expiry of this Agreement for any reason, any terms of this Agreement that either expressly or by their nature extend beyond the Agreement's termination remain in full force and effect. Without limiting the preceding sentence, the provisions of clauses 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and clauses 15 to 23 (inclusive) shall continue after termination or expiry of this Agreement in accordance with their terms.
- 13 QUESTIONNAIRES AND AUDIT**
- 13.1 TransUnion may from time to time request the Client to complete a questionnaire relating to the Client's manner of complying with clauses 8.11, 8.12 and 8.13 ("**Questionnaire**"). Upon receipt of any such request, the Client shall complete the Questionnaire and return it to partner-assurance@transuniongroup.com by no later than 14 days following receipt of the request. TransUnion may ask for a Questionnaire to be completed at any time but its standard practice is to seek completion of Questionnaires on an annual basis.
- 13.2 Each party shall, subject to receipt of reasonable prior written notice from the other, permit a reasonable number of the other party's authorised employees and other representatives to have reasonable access during normal business hours to its relevant premises, documents and operations for the sole purpose of auditing compliance with this Agreement. The relevant premises, documents and operations are those which contain or might reasonably be expected to contain evidence of the host party's compliance or non-compliance with any term of this Agreement, but this clause does not entitle the visiting party to inspect any information which is (i) commercially sensitive, (ii) confidential for bona fide reasons of security or because of bona fide confidentiality obligations owed to a third party, or (iii) protected by legal privilege.
- 13.3 If either party exercises its right of audit under clause 13.2 it shall: (i) comply with the host party's reasonable safety and security rules and regulations in place from time to time; (ii) use reasonable endeavours to restrict its presence on the host party's premises to a maximum of two days; and (iii) reimburse the host party for all damage, losses, costs, claims demands and expenses suffered by the host party that are directly attributable to the visiting party's (or its authorised representatives') acts or omissions in exercising the right of audit.
- 14 FORCE MAJEURE**
- 14.1 Neither party shall be liable to the other for any delay or non-performance of its obligations under this Agreement (except for its obligation to make payment) arising from any Force Majeure Event.
- 14.2 The party affected by the Event of Force Majeure shall use reasonable endeavours to mitigate the impact of such Event of Force Majeure and to recommence performance of its obligations under this Agreement as soon as is reasonably practicable.

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- 14.3 the affected party is unable to perform its obligations under this Agreement by reason of the Event of Force Majeure for more than [four] weeks, the non-affected party may terminate this Agreement immediately by serving notice on the other and neither party shall be liable to the other by reason of such termination.
- 15 COUNTERPARTS, ELECTRONIC SIGNATURE AND VARIATION**
- 15.1 This Agreement may be executed in any number of counterparts, all of which taken together will constitute one and the same agreement, and either party may enter into this Agreement by executing a counterpart.
- 15.2 This Agreement (and, where applicable, each counterpart) may be executed by electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed by electronic means as if the original had been received.
- 15.3 Any amendment, modification, variation or supplement to this Agreement (a “**Variation**”) must be made in writing and signed by an authorised signatory of each party. References to the execution of this Agreement in clauses 15.1 and 15.2 shall also apply to the execution of any Variation to it.
- 16 ASSIGNMENT AND SUB-CONTRACTING**
- 16.1 Either party is entitled to sub-contract the performance of any of its obligations under this Agreement provided that such party shall be liable for its obligations under this Agreement to the same extent as if it had carried out the work itself.
- 16.2 The Client shall not assign, transfer, charge or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of TransUnion (such consent not to be unreasonably withheld or delayed).
- 17 SEVERANCE**
- If any provision of this Agreement is found to be illegal or unenforceable by any court of competent jurisdiction then that provision shall be deemed to be deleted, but without affecting the remaining provisions.
- 18 AGENCY**
- Nothing in this Agreement constitutes a partnership between the parties. Neither party is deemed to be the agent of the other for any purpose and neither has the power or authority to bind the other or to contract in the name of the other.
- 19 ENTIRE AGREEMENT**
- 19.1 This Agreement sets out the entire agreement between the parties in relation to its subject matter and supersedes all previous written or oral agreements, representations, understandings, warranties, conditions or arrangements between the parties in relation to that subject matter.
- 19.2 Each party acknowledges and agrees that in entering into this Agreement it has not relied on any statement, representation, assurance, condition or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.
- 19.3 Nothing in this clause 19 shall exclude or limit any liability of the parties arising as a result of any fraud or fraudulent misrepresentation.
- 20 WAIVER**
- Failure by either party to exercise or enforce any rights available to that party or the giving of any forbearance, delay or indulgence is not to be construed as a waiver of that party’s rights under this Agreement.
- 21 NOTICES**
- 21.1 Any notice issued by the Client purporting to terminate this Agreement, whether in whole or in part, including any notice to terminate any Service Schedule or otherwise to terminate the right to receive services under this Agreement (in each case a “**Termination Notice**”), must be sent by email to the following address: contracttermination@transunion.co.uk (or such other email address as is notified to the Client from time to time).
- 21.2 Save as set out in clause 21.1, all notices, requests, consents and authorisations given pursuant to this Agreement must be in writing and delivered by hand or sent by prepaid first class mail, courier, Royal Mail Signed for 1st Class mail or Royal Mail Special Delivery Guaranteed mail and, where TransUnion is the recipient, be sent to its registered office address specified in the Primary Schedule (or such other address as is notified to the Client from time to time) and, where the Client is the recipient, be sent to its registered office or trading address as specified in the Primary Schedule (or such other trading address as is notified to TransUnion from time to time).
- 21.3 Subject to clause 21.5, any correctly addressed Termination Notice given pursuant to this Agreement shall be deemed to have been received at the time of transmission of the email containing the Termination Notice.
- 21.4 Subject to clause 21.5, any correctly addressed notices, requests, consents and authorisations given pursuant to this Agreement shall be deemed to have been received as follows:
- 21.4.1 if delivered by hand, on signature of a delivery receipt;
- 21.4.2 if sent by pre-paid first class mail, Royal Mail Signed for 1st Class or Royal Mail Special Delivery Guaranteed at 9.00am on the second day after posting;
- 21.4.3 if by courier, at the time recorded by the delivery service.
- 21.5 If deemed receipt under clauses 21.3 or 21.4 would occur outside Agreed Business Hours in the place of receipt, it shall be deferred until Agreed Business Hours first next resume. In this clause 21.5, “**Agreed Business Hours**” means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the United Kingdom.
- 21.6 The provisions of clauses 21.1 to 21.5 shall not apply to the service of any proceedings or other documents in any court, tribunal or other legal action or, where applicable, any arbitration, mediation or other method of dispute resolution facilitated by a third party
- 22 GOVERNING LAW AND JURISDICTION**
- 22.1 The formation, existence, construction, performance, validity and all other aspects of this Agreement, any term of this Agreement and any non-contractual obligation undertaken or incurred in connection with this Agreement (including those arising out of pre-contractual dealings) will be governed by the laws of England.
- 22.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in any way relate to this Agreement or its formation, existence, construction, performance, validity and any non-contractual obligation undertaken or incurred in connection with this Agreement (including those arising out of pre-contractual dealings) and, for these purposes, each party irrevocably submits to the exclusive jurisdiction of the courts of England.
- 22.3 The rights and remedies available to the parties in connection with this Agreement are cumulative and (except as otherwise stated) are not exclusive of any rights or remedies provided by law.
- 23 THIRD PARTY RIGHTS**
- 23.1 Except as stated in the Service Conditions by express reference to this clause 23.1, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 23.2 Notwithstanding that any term of this Agreement may be or become enforceable by a person who is not a party to it, any of the terms of this Agreement may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any such third party.
- 24 REFERENCE SITE AND CASE STUDY**
- 24.1 TransUnion may publish the Client’s name and logo, and information relating to the Services provided by TransUnion to the Client, in case studies, press releases, website content and other marketing materials provided that in each case TransUnion: (i) obtains the Client’s prior written consent to any such proposed publication; and (ii) complies with any reasonable requirements specified in writing by the Client in relation to the publication, such as a requirement to comply with the Client’s brand guidelines.



Schedule 9 – ISO and PCI Certificates



